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10/046,654	10/26/2001	Cheryl L. Neofytides	87188-636306 (000220US)	1069

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EXAMINER
AKINTOLA, OLABODE

ART UNIT	PAPER NUMBER
3691	

NOTIFICATION DATE	DELIVERY MODE
05/10/2011	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *12 April 2011*.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *25-37,50 and 52-54* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *25-37,50 and 52-54* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

The factual inquiries set forth in Graham **v.** John Deere Co., 383 U.S. 1, 148 USPQ 459

(1966), that are applied for establishing a background for determining obviousness under 35

U.S.C. 103(a) are summarized as follows:

1.   Determining the scope and contents of the prior art.
2.   Ascertaining the differences between the prior art and the claims at issue.
3.   Resolving the level of ordinary skill in the pertinent art.
4.   Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 25-37, 50 and 52-54 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Levchin et al (US 7089208) (hereinafter referred to as "Levchin") in view of Himmel et al

(US 6386446) (hereinafter referred to as "Himmel") and further in view of Komem et al (US

6892184) (hereinafter referred to as "Komem).

Re claim 25: Levchin teaches a method for automatically transferring credit between a stored

value fund maintained in a database and a handler using a wide-area computer network, the

method comprising: establishing a stored value fund at the database and associating the stored

value fund with a user, and from which a desired amount is to be transferred from the user to a

payee (col. 8, lines 31-46, col. 15, line 9 through col. 16, line 40); receiving, at a server computer

system having a payment controller, automated transfer information from the wide-area computer network coupled to a user associated with the stored value fund, the automated transfer information comprising handler information on one or more handlers, including one of the handlers that is selected by the user as a default handler (col. 2, lines 37-44, col. 7, lines 12-15, col. 16, lines 21-23); determining at the payment controller the handler for an automated transfer (col. 2, lines 37-39); determining at the payment controller the direction of the automated transfer with respect to the stored value fund (col. 7, lines 12-15); determining at the payment controller an amount for the automated transfer (col. 5, lines 62-66, col. 9, lines 5-8); automatically transferring the automated transfer amount between the stored value fund in the database and the handler determined for use for the automated transfer (col. 5, lines 62-66); after the automated transfer, determining if there are sufficient funds in the stored value fund to make the transfer of the desired transfer amount to the payee (col. 10, lines 41-44); if there are not sufficient funds in the stored value fund to make the transfer of the desired transfer amount, transferring additional funds from the default handler to the stored value fund (col. 10, lines 41-44); and after the automated transfer and any transfer of additional funds from the default handler, converting the funds in the stored value funds from one form of monetary value to a different form of monetary value (col. 4, lines 32-41).

Levchin does not explicitly teach wherein that the stored value fund has plural, different forms of monetary value as funds in the stored value fund.

Himmel teaches the concept of a stored value fund having plural, different forms of monetary value as funds in the stored value fund (col. 4, lines 1-5, 23-24, col. 6, lines 2-10, 50-55). Therefore, it would have been obvious to one of ordinary skill in the art at the time of the

invention to modify Levchin to include this feature as taught by Himmel for the obvious reason

of storing multiple, different currencies in a stored value fund for international transactions.

Levchin and Himmel do not explicitly teach wherein the handlers each use different forms of

monetary value, and wherein the different forms of monetary value are converted according to

the handler used for the transfer of funds by querying such handler for an exchange rate to be

used for the conversion.

Komem teaches the concept of a handler using different forms of monetary value, and wherein

the different forms of monetary value are converted according to the handler used in the transfer

of funds (col. 5, lines 26-37, "payment mechanism"; col. 6, lines 15-19, col. 3, lines 18-30).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the

invention to modify Levchin in view of Himmel to include this feature as taught by Komem for

the obvious reason of allowing the payee to accept payment in different forms of monetary value

that is converted according to a local currency using the payment mechanism.

Re claim 26: Levchin teaches a step of determining if a transfer period has expired (col. 4, lines

11-12; col. 14, line 64 through col. 15, line 2).

Re claim 27: Levchin teaches a step of determining if a threshold amount is crossed (col. 5, lines

62-66).

Re claim 28: Levchin teaches wherein: the determining the amount step comprising a step of

determining the difference between the threshold amount and a balance of the stored value fund;

and the difference is equal to the transferred amount (col. 5, lines 62-66).

Re claim 29: Levchin teaches wherein the amount is included in the automated transfer

information (col. 4, lines 9-11).

Re claim 30: Levchin does not explicitly teach a step of electronically notifying the user of the

automated transfer, wherein the electronic notification includes at least one of a web page, an

instant message, an e-mail message, a pager message, and a wireless phone message. Official

notice is hereby taken it is old and well known in the fund transfer art to provide notification to

user of the system. It would have been obvious to one of ordinary skill in the art at the time of

the invention to include this feature in Levchin teachings. One would have been motivated to do

so in order to confirm to the user that the value has been successfully transferred.

Re claim 31: Levchin teaches wherein the server computer system comprises a plurality of

computers coupled together by a computer network (figure 1).

Re claim 32: Levchin teaches, wherein the handler includes at least one of a bank, a credit card

company, a debit card company, an agent location, a stored value fund, an airline mileage

program, a gift certificate issuer, an electronic gift certificate issuer, and a money order issuer

(col. 5, lines 62-66).

Re claim 33: Levchin teaches wherein the amount corresponds to at least one of: currency,

monetary value, airline mileage, promotional program points, gift certificate credit, and

commodities (col. 4, lines 34-41).

Re claim 34: Levchin teaches, wherein the automatically transferring step comprises at least one

of the following steps: transferring the amount with a bank account; transferring the amount with

a credit card or debit card; transferring the amount in a check or money order; transferring the

amount to another's stored value fund; transferring the amount to an agent location chosen by the

user; transferring a telegram or a greeting card with a check or money order for the amount; and

transferring an electronic greeting card with an electronic payment notification for the amount

embedded therewith (col. 7, lines 12-15).

Re claim 35: Levchin teaches steps of: retrieving a trigger condition that initiates the

automatically transferring step; and determining when the trigger condition is satisfied (col. 5,

lines 62-66).

Re claim 36: Levchin teaches, wherein the trigger condition includes at least one of: a credit

balance in the stored value find meeting a threshold; and a period of time expiring (col. 5, lines

62-66).

Re claim 37: Levchin teaches, wherein the user, the handler and the server computer system are

remotely located with respect to each other (figure 1).

Re claim 50: Levchin teaches, wherein the handler for the automated transfer and the default

handler are different handlers (col. 16, lines 21-24).

Re claim 52: Levchin teaches wherein the funds in the stored value funds are cnverted from

currency to promotional points (col. 16, lines 21-24, col. 4, lines 32-41).

Re claim 53: Levchin teaches wherein the funds are converted from a currency of one country to

a currency of a different country (col. 16, lines 21-24, col. 4, lines 32-41).

Re claim 54: Levchin does not explicitly teach wherein the step of converting the funds in the

stored value fund from one form of monetary value to a different form of monetary value

includes providing a conversion rate to the user for approval prior to the conversion. However,

Himmel teaches the concept of providing a conversion rate to a user for approval prior to the

conversion (col. 6, line 66 through col. 7, line 2). Therefore, it would have been obvious to one

of ordinary skill in the art at the time of the invention to modify Levchin to include this feature

as taught by Himmel for the obvious reason of making sure the user is able to approve or decline

the conversion based on the conversion rate.

Response to Arguments

Applicant's arguments filed 4/12/2011 have been fully considered but they are not persuasive.

Applicant argues that in the Komem reference (1) exchange rates do not come from the payment mechanism 16, (2) there are not a plurality of handlers each using a different form of monetary value, and (3) there is not a conversion of the different forms of monetary value "according to the handler used for the transfer of funds by querying such handler for an exchange rate to be used for the conversion," as all recited in independent claim 25.

Examiner respectfully disagrees. Examiner relies on the Levchin reference to teach the concept of a plurality of handlers each using a different form of monetary value such as bank, credit card company and airline mileage program (col. 2, lines 37-44, col. 7, lines 12-15, col. 16, lines 21-23). Komem further established that the concept of having a plurality of payment mechanisms is old and well known (col. 2, lines 15-18). The particular payment mechanism in col. 5, lines 26-37, refers to one of the plurality of the possible payment mechanisms that is old and well known as discussed in col. 2, lines 15-18. The particular payment mechanism receives payment in a local currency of the buyer and converts it (the exchange rate conversion being an integral part of the payment mechanism) to the local currency of the vendor. Since the conversion is done according the exchange rate of the particular payment mechanism that receives the local currency of the buyer, the conversion is considered to be according to the handler used for the fund transfer.

Applicant is further directed to USPN 6016955 to De Rooij et al at (col. 2, lines 33 through col. 3, line 1, col. 4, line 12-18; claim 5) for showing similar feature of the claimed limitation.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's

disclosure.

De Rooij et al (US 6016955) teaches the concepts of a stored value fund having plural,

different forms of monetary value as funds in the stored value fund (col. 2, lines 33 through col.

3, line 1, col. 4, line 12-18; claim 5).

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time

policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the mailing

date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Olabode Akintola whose telephone number is 571-272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Olabode Akintola/

Primary Examiner, Art Unit 3691